

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

TDS Metrocom, Inc.)	
)	
Petition for Arbitration of Interconnection Rates,)	
Terms and Conditions and Related Arrangements)	Docket 01-0338
With Illinois Bell Telephone Company d/b/a)	
Ameritech Illinois Pursuant to Section 252(b))	
Of the Telecommunications Act of 1996)	

REBUTTAL TESTIMONY OF NICHOLAS D. JACKSON

1 **Q. Please state your name, business affiliation and address.**

2 A. My name is Nicholas D. Jackson. I am Vice President of Business
3 Operations and Customer Care at TDS Metrocom, Inc. (“TDS Metrocom”).
4 My business address is 1212 Deming Way, Suite 350, Madison, WI 53717.

5 **Q. Did you file direct testimony in this proceeding?**

6 A. Yes.

7 **Q. What is the purpose of your rebuttal testimony?**

8 A. I am responding to testimony filed by Illinois Commerce Commission staff
9 witness A. Olusanjo Omoniyi on Issue TDS-15.

10 **Q. To what part of that testimony do you take exception?**

11 A. There appears to be some confusion caused by the fact that the original
12 positions of the parties were formed during the Wisconsin Arbitration

1 process, and the statement of position in the position matrix does not reflect
2 the current position of TDS Metrocom based on the settlement of Issue
3 TDS-1.

4 **Q. What was Issue TDS-1 and how did its settlement effect Issue TDS-15.**

5 A. Issue TDS-1 involved Section 5 of the General Terms and Conditions
6 related to termination of the Agreement for default. TDS Metrocom was
7 concerned about the ability of Ameritech to terminate the agreement during
8 the pendency of a dispute, and for that reason TDS Metrocom had proposed
9 language that required a Commission order prior to termination. The
10 parties were able to agree to language that resolved the issues related to
11 Section 5, and which does not require a Commission order. At the time of
12 the Wisconsin Arbitration Issues TDS-1 and TDS-15 were generally treated
13 together since Issue TDS-15 also involves termination of the agreement.
14 For that reason the issue description for Issue TDS-15 also referenced the
15 need for Commission intervention prior to termination.

16 **Q. Does that accurately reflect TDS Metrocom's current position with**
17 **respect to Issue TDS-15?**

18 A. No. As is clear from an examination of the language actually proposed,
19 and my initial testimony, TDS Metrocom's position on Issue TDS-15 is
20 quite different. Our current position is that the provisions for dispute
21 resolution as referenced in Section 17.9 should refer to Section 16.3 rather

1 than Sections 15.4 through 15.9. We have made several other changes that
2 we feel are purely administrative in that they reflect the reality that only
3 Ameritech would be trying to use this portion of the agreement to attempt
4 to terminate the service of TDS Metrocom. Therefore we have replaced
5 "Billed Party" with "CLEC", and Billing Party with "Ameritech" in several
6 places.

7 **Q. What are Sections 15.4 through 15.9 and why does TDS Metrocom**
8 **seek to replace them in this section.**

9 A. Sections 15.4 through 15.9 are the provisions proposed by Ameritech that
10 would require TDS Metrocom to place funds in escrow in order to dispute
11 Ameritech's bills. The reasons TDS Metrocom opposes these sections have
12 been set out in my direct testimony. There is another, purely practical
13 reason the TDS Metrocom proposes to replace the reference to Sections
14 15.4 through 15.9 with a reference to Section 16.3 in this section.

15 **Q. Please explain that reason.**

16 A. In Section 17.9 refers to the procedures to be followed if TDS Metrocom
17 wishes to dispute a bill from Ameritech. Sections 15.4 through 15.9 only
18 reference a part of the dispute process, the escrow portion. Section 16.3 is
19 a more appropriate reference in that it covers the entire process to dispute
20 bills, and, if Ameritech prevails on Issue TDS-11 would also contain a
21 cross reference to the escrow provision. If, as TDS Metrocom expects,

1 Issue TDS-11 is resolved in favor of TDS Metrocom, the reference in
2 Section 17.9 will not need to be changed.

3 **Q. In your direct testimony you referred to Sections 17.9 through 17.11.**
4 **Are those currently disputed?**

5 A. As noted above there is still a dispute concerning Section 17.9. In the
6 redline agreement filed by Ameritech, a portion of Section 17.9, and all of
7 Sections 17.10 and 17.11 which previously contained disputed language
8 were deleted. TDS Metrocom accepts and agrees to the deletion of these
9 sections, unfortunately this was not brought to our attention in time to
10 change my direct testimony.

11 **Q. Does this conclude your testimony?**

12 A. Yes.

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